

**CITY OF FAIRFIELD**  
**RESOLUTION NO. 2018 - 157**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD AUTHORIZING  
THE CITY MANAGER TO EXECUTE A DESIGN SERVICES AGREEMENT  
BETWEEN THE CITY OF FAIRFIELD AND WEST YOST ASSOCIATES FOR ON-  
CALL WATER SYSTEM GEOGRAPHIC INFORMATION SYSTEM UPDATES AND  
HYDRAULIC MODELING SERVICES**

**WHEREAS**, the City of Fairfield has a new water system hydraulic model for the purpose of performing water system planning, more accurately budgeting annual capital and maintenance expenditures, assisting with maintenance prioritization to extend the life of critical assets, and providing information that will be used to minimize long-term operations and maintenance costs; and

**WHEREAS**, West Yost Associates successfully updated the City's water system geographic information system (GIS) and performed the hydraulic model development, including calibration and verification; and

**WHEREAS**, staff is requesting professional engineering technical services from West Yost Associates for assistance in updating the water system GIS information and in using the water system hydraulic model to evaluate specific operational scenarios as directed by staff.

**NOW THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY  
RESOLVES:**

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City of Fairfield an Agreement between the City of Fairfield and West Yost Associates for On-Call Water System Geographic Information System Updates and Hydraulic Modeling Services for a total not-to-exceed fee of \$200,000.

**PASSED AND ADOPTED** this 26<sup>th</sup> day of June, 2018, by the following vote:

AYES: COUNCILMEMBERS: PRICE/TIMM/BERTANI/MOY/VACCARO

NOES: COUNCILMEMBERS: **NONE**

ABSENT: COUNCILMEMBERS: Moy

ABSTAIN: COUNCILMEMBERS: **NONE**

Nan T. Price  
MAYOR

ATTEST:

Karen L. Beest

CITY CLERK

pw

## **CONSULTANT SERVICES AGREEMENT**

### **On-Call GIS and Hydraulic Modeling Support**

THIS AGREEMENT is made at Fairfield, California, as of July 5, 2018, by and between the City of Fairfield, a municipal corporation (the "CITY") and West Yost Associates ("CONSULTANT"), who agree as follows:

1) **SERVICES**. Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the CITY the services described in Exhibit "A," which consists of the proposal submitted by CONSULTANT. CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit "A."

2) **PAYMENT**. CITY shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "B." The payments specified in Exhibit "B" shall be the only payments to be made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to the CITY in the manner specified in Exhibit "B."

3) **FACILITIES AND EQUIPMENT**. CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4) **GENERAL PROVISIONS**. The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the provisions set forth in Exhibit "C" shall control.

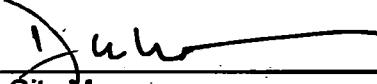
5) **INSURANCE REQUIREMENTS**. The insurance requirements set forth in Exhibit "D" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the requirements set forth in Exhibit "D" shall control.

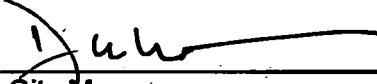
6) **EXHIBITS**. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

7) **TERM**. This agreement shall be in effect for through June 30, 2021.

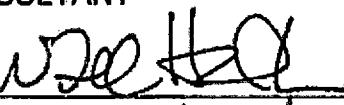
EXECUTED as of the day first above-stated.

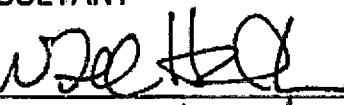
City of Fairfield, a municipal corporation

By: 

 City Manager 

CONSULTANT

By: 

 W Franklin Helmick, V.P.



Consulting Engineers

April 18, 2018

SENT VIA: EMAIL

Mr. Felix Riesenbergs  
City of Fairfield  
Public Works Department  
1000 Webster Street  
Fairfield, CA 94533

SUBJECT: Scope of Work for On-call Water System GIS and Hydraulic Modeling Support

Dear Felix:

In response to your request, West Yost Associates (West Yost) is pleased to submit our proposed Scope of Work for engineering services to provide the City of Fairfield (City) with on-call water system GIS and hydraulic modeling support.

#### **SCOPE OF WORK**

Since 2015, West Yost has worked closely with City staff to develop its water system GIS and hydraulic model. The City's water system GIS was recently updated in May 2017 and the hydraulic model development was completed in March 2018. The current water system GIS and hydraulic model provide accurate representations of the City's existing potable water distribution system and are useful tools for cataloging and mapping water system facilities as well as for performing water system planning evaluations (e.g., fire flow availability, pump(s) out of service, etc.). However, these tools will require effort and specialized expertise to maintain and use. Therefore, the City has requested West Yost to provide a Scope of Work for on-call water system GIS and hydraulic modeling support.

West Yost will work closely with City staff to periodically update both the water system GIS and hydraulic model to reflect the actual water system network. West Yost will also provide on-call hydraulic modeling support to evaluate various technical questions and hydraulic analyses as requested by City staff and develop viable solutions/improvements for identified operational challenges in the City's water system.

Based on our discussions with City staff, our knowledge of the City's water system, and our expertise in updating and using GIS as well as hydraulic models to perform analyses of existing and proposed water systems, West Yost has prepared this detailed Scope of Work outlined as follows:

- Task 1. Water System GIS Support
- Task 2. Water System Hydraulic Modeling Support
- Task 3. Project Management and Meetings

Activities associated with each of these tasks are discussed in detail below. As requested by City staff, this Scope of Work will provide the City with on-call water system GIS and hydraulic modeling support for a period of approximately three years. A three-year contract will allow the City to receive continuous uninterrupted support without having to spend time preparing annual contract renewals.

### **Task 1. Water System GIS Support**

West Yost will work closely with City staff to periodically update the water system GIS to reflect the actual water system network. Updates to the water system GIS will follow the topology rules and geodatabase structure that West Yost had previously developed and used in Phase 1 of the Hydraulic Model Update Project. West Yost will also provide coordination for routine data transfers to the IT Department so the City's water system GIS viewer can be updated accordingly. It is assumed that the frequency for water system GIS updates will be performed monthly or bi-monthly depending on the volume and extent of the updates needed. If requested, West Yost can also provide updated water system GIS mapping similar to the Map Book that was developed in Phase 1 of the Hydraulic Model Update Project.

West Yost will first develop water system GIS update protocols and procedures (e.g., update methodology, version control, etc.) that will help streamline workflow for subsequent years. A flow chart will be developed with tasks assigned to individuals to clearly identify responsibilities and provide a single point of contact if questions arise.

West Yost will coordinate regularly with City staff on the progress of the water system GIS updates and data transfers to the IT Department. This coordination will be communicated primarily through emails and conference calls; however, meetings will be scheduled when necessary.

### **Task 2. Water System Hydraulic Modeling Support**

West Yost will provide on-call hydraulic modeling support services to address various technical questions and analyses as requested by City staff. Requested hydraulic modeling support services may include the following:

- Evaluate questions regarding existing or proposed water system operations,
- Develop viable solutions/improvements for identified operational challenges in the City's water system,
- Evaluate recommended improvement projects to confirm sizing and/or timing,
- Evaluate alternative improvement projects based on suggestions from City staff,
- Evaluate particular areas of concern and provide recommendations (e.g., water quality issues, low pressure, etc.), and
- Update the potable water system hydraulic model as requested (water system hydraulic model update protocols and procedures, including update frequency, will be developed during the first update to help streamline workflow for subsequent updates).

West Yost's on-call hydraulic modeling support services will be performed to meet the City's specific needs within a schedule that is mutually agreed upon between the City and West Yost. Throughout the duration of each requested task, West Yost will coordinate with City staff on the progress. This coordination will be communicated primarily through emails and conference calls; however, meetings will be scheduled when necessary.

### **Task 3. Project Management and Meetings**

West Yost will provide general project management and coordination with City staff, which includes the following activities:

- Project set-up and close,
- Monthly progress reporting and invoicing over the scheduled three-year contract, and
- Biannual meetings to discuss progress and potential changes in procedures/protocols.

### **BUDGET AND SCHEDULE**

West Yost will perform the Scope of Work described above on a time-and-expense basis at the billing rates set forth in West Yost's attached Billing Rate Schedule (Attachment A), for a not-to-exceed budget of \$200,000. West Yost will not exceed this budget without prior written authorization by the City. As discussed above, it is anticipated that this Scope of Work will provide the City with on-call water system GIS and hydraulic modeling support for a period of approximately three years. Table 1 summarizes the proposed budget and projected hours per task for a three-year timeframe. An additional cost of \$20,000 is anticipated in Year 1 for West Yost to develop water system GIS and hydraulic model update protocols and procedures that will help streamline workflow for subsequent years.

**EXHIBIT "B"**

**PAYMENT**

- 1) The total contract price for services rendered by CONSULTANT under this Agreement shall be for a not-to-exceed amount of two-hundred thousand dollars (\$200,000).
- 2) Payment shall be made to CONSULTANT on a time and materials basis, and CONSULTANT shall submit monthly invoices to the Assistant Public Works Director/Utilities for the same.
- 3) CONSULTANT billing rates shall be as shown on the attached 2018 billing rate schedule and shall be adjusted annually using the CONSULTANT's updated standard yearly rate schedule.

Mr. Felix Riesenber

April 18, 2018

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**Table 1. Budget Summary<sup>(a)</sup>**

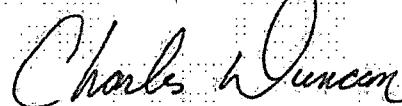
Task	Approximate Hours	Dollars
<b>Year 1 (2018-2019)</b>		
Task 1. Water System GIS Support	240	49,200
Task 2. Water System Hydraulic Modeling Support	118	24,200
Task 3. Project Management and Meetings	32	6,600
Year 1 Subtotal	390	80,000
<b>Year 2 (2019-2020)</b>		
Task 1. Water System GIS Support	152	31,200
Task 2. Water System Hydraulic Modeling Support	115	23,500
Task 3. Project Management and Meetings	26	5,300
Year 2 Subtotal	293	60,000
<b>Year 3 (2020-2021)</b>		
Task 1. Water System GIS Support	152	31,200
Task 2. Water System Hydraulic Modeling Support	115	23,500
Task 3. Project Management and Meetings	26	5,300
Year 3 Subtotal	293	60,000
<b>Total</b>	<b>976</b>	<b>\$200,000</b>

(a) Approximate hours calculated based on a blended hourly rate between a Principal Engineer and an Associate Engineer (approximately \$205/hour).

Please do not hesitate to call if you have any questions or need additional information.

Sincerely,

WEST YOST ASSOCIATES



Charles T. Duncan, PE  
President

CTD:PB:ap

Attachment A – 2018 Billing Rate Schedule



# 2018 Billing Rate Schedule

Attachment A

(Effective January 1, 2018 through December 31, 2018)\*

POSITIONS	LABOR CHARGES (DOLLARS PER HR)
<b>ENGINEERING</b>	
Principal/Vice President	\$285
Engineering/Scientist/Geologist Manager I / II	\$263 / \$274
Principal Engineer/Scientist/Geologist I / II	\$240 / \$254
Senior Engineer/Scientist/Geologist I / II	\$214 / \$225
Associate Engineer/Scientist/Geologist I / II	\$190 / \$203
Engineer/Scientist/Geologist I / II	\$154 / \$178
Engineering Aide	\$87
Administrative I / II / III / IV	\$78 / \$99 / \$119 / \$131
<b>ENGINEERING TECHNOLOGY</b>	
Engineering Tech Manager I / II	\$271 / \$281
Principal Tech Specialist I / II	\$250 / \$260
Senior Tech Specialist I / II	\$229 / \$239
Senior GIS Analyst	\$209
GIS Analyst	\$197
Technical Specialist I / II / III / IV	\$145 / \$166 / \$187 / \$208
CAD Manager	\$166
CAD Designer I / II	\$129 / \$144
<b>CONSTRUCTION MANAGEMENT</b>	
Senior Construction Manager	\$273
Construction Manager I / II / III / IV	\$166 / \$178 / \$190 / \$237
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$144 / \$160 / \$178 / \$185
Apprentice Inspector	\$131
CM Administrative I / II	\$71 / \$95

- Hourly rates include Technology and Communication charges such as general and CAD computer, software, telephone, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as Engineering Supplies, etc. will be billed at actual cost plus 15%.
- Mileage will be billed at the current Federal Rate and Travel will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates. Expert witness testimony and depositions billed at 200% of standard hourly rates.
- A Finance Charge of 1.5% per month (an Annual Rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

\* This schedule is updated annually.



## 2018 Billing Rate Schedule (continued)

(Effective January 1, 2018 through December 31, 2018) \*

### Equipment Charges

EQUIPMENT	BILLING RATES
Gas Detector	\$80/day
Hydrant Pressure Gage	\$10/day
Hydrant Pressure Recorder, Standard	\$40/day
Hydrant Pressure Recorder, Impulse (Transient)	\$55/day
Trimble GPS - Geo 7x	\$220/day
Vehicle	\$10/hour
Water Flow Probe Meter	\$20/day
Water Quality Multimeter	\$185/day
Well Sounder	\$30/day

\* This schedule is updated annually

## EXHIBIT "C"

### GENERAL PROVISIONS

1) INDEPENDENT CONSULTANT. At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

2) LICENSES; PERMITS; ETC. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT's profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.

3) TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT's obligations pursuant to this Agreement. CONSULTANT shall adhere to the Schedule of Activities as described in their Executive Summary.

4) CONSULTANT NOT AN AGENT. Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

5) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

6) PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

7) STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement. Services shall be performed in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. All products which CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT's profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

8) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by the CITY at its discretion upon written notification to CONSULTANT. CONSULTANT is entitled to receive full payment for all services performed and all costs incurred up to and including the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and incomplete products up to the date of receipt of written notice to cease work shall become the property of CITY.

9) PRODUCTS OF CONSULTING. All products of the CONSULTANT provided under this Agreement shall be the property of the CITY.

Notwithstanding anything to the contrary in this section, the CITY hereby agrees to indemnify, defend, and hold harmless the CONSULTANT from any claims to the extent arising out of the CITY's or any third party's reuse or use of CONSULTANT's work for any project other than the project for which CONSULTANT is engaged pursuant to this Agreement, or for any use of CONSULTANT's work for this project, where the services set forth in Exhibit "A" are completed by third parties.

10) INDEMNIFY AND HOLD HARMLESS.

a) If AGREEMENT is an agreement for design professional services subject to California Civil Code § 2782.8(a) and CONSULTANT is a design professional, as defined in California Civil Code § 2782.8(c)(2), to the fullest extent allowed by law, CONSULTANT shall hold harmless, defend and indemnify the CITY, its officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses including attorneys' fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY.

b) If AGREEMENT is not an agreement for design professional services subject to California Civil Code § 2782.8(a) or CONSULTANT is not a design professional as defined in subsection (a) above, to the fullest extent allowed by law, CONSULTANT shall indemnify, defend, and hold harmless the CITY, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the CITY, its officers, agents, employees or volunteers.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for

damages.

CONSULTANT'S responsibility for such defense and indemnity shall survive termination or completion of this agreement for the full period of time allowed by law.

**11) PROHIBITED INTERESTS.** No employee of the CITY shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.

**12) LOCAL EMPLOYMENT POLICY.** The CITY desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Solano County. The CITY encourages an active affirmative action program on the part of its contractors, consultants, and developers. When local projects require, subcontractors, contractors, consultants and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked, to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, city of residence, and ethnic origin.

**13) CONSULTANT NOT A PUBLIC OFFICIAL.** CONSULTANT is not a "public official" for purposes of Government Code §§ 87200 et seq. CONSULTANT conducts research and arrives at his or her conclusions, advice, recommendation, or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond these conclusions, advice, recommendation, or counsel.

**14) EMPLOYMENT DEVELOPMENT DEPARTMENT REPORTING REQUIREMENTS.** When the CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with Employment Development Department (EDD) reporting requirements:

- a) Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.
- b) If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.
- c) If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT'S federal tax identification number.

## EXHIBIT "D"

### INSURANCE REQUIREMENTS

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

#### 1) MINIMUM SCOPE AND LIMITS OF INSURANCE

- a) Commercial General Liability coverage (occurrence Form CG 00 01) with minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b) Automobile Liability coverage (Form CA 00 01 with Code 1 – any auto) with minimum limits of \$1,000,000 per accident for bodily injury and property damage.
- c) Workers' Compensation insurance as required by the State of California and Employers' Liability insurance, each in the amount of \$1,000,000 per accident for bodily injury or disease.

#### 2) INDUSTRY SPECIFIC COVERAGES

If checked below, the following insurance is also required.

Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$1,000,000 per occurrence.

Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence

Garage Keepers Insurance in the minimum amount of \$1,000,000 per occurrence

Fidelity / Crime / Dishonesty Bond in the minimum amount of \$\_\_\_\_\_

MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants

Builder's Risk / Course of Construction Insurance in the minimum amount of \$\_\_\_\_\_

### 3) INSURANCE PROVISIONS

- a) DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers; or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- b) The general and automobile liability policies (and if applicable, pollution liability, garage keepers liability and builder's risk policies) are to contain, or be endorsed to contain, the following provisions:
  - i) The CITY, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT; and automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers.
  - ii) For any claims related to this project, the CONSULTANT'S insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the CONSULTANT'S insurance and shall not contribute with it.
  - iii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.
  - iv) The CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.
  - vi) The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.
- c) ACCEPTABILITY OF INSURER. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.

d) VERIFICATION OF COVERAGE. CONSULTANT shall furnish the CITY with original endorsements effecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the CITY or on forms equivalent to CG 20 10 11 85 subject to CITY approval. All insurance certificates and endorsements are to be received and approved by the CITY before work commences. At the request of the CITY, CONSULTANT shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

e) SUB-CONTRACTORS. CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to the requirements of Exhibit D. Failure of CONSULTANT to verify existence of sub-contractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.